

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) BEFORE THE CHIEF PROCUREMENT OFFICER

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IN THE MATTER OF: BID PROTEST

)

DECISION

)

POWER PRO-TECH SERVICES, INC.

)

CASE NO. 2009-118

)

v.

)

)

COLLEGE OF CHARLESTON

)

POSTING DATE:

)

MAY 18, 2009

MULTI-AGENCY TERM CONTRACT
FOR EMERGENCY GENERATOR
PLANNED MAINTENANCE AND
REPAIRS

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IFB NO: 09.48.DC.B.T5

)

)

This matter is before the Chief Procurement Officer (CPO) pursuant to a protest from Power Pro-Tech Services, Inc. (Power Pro-Tech). With this solicitation, College of Charleston (The College) attempts to procure generator maintenance services for both The College and Trident Technical College. Power Pro-Tech protests The College's determination that Power Pro-Tech was a non-responsible bidder (A copy of Power Pro-Tech's protest is attached as Exhibit "A")

On May 8, 2009, pursuant to S.C. Code Ann. §11-35-4210(4), the CPO conducted an administrative review by hearing. Appearing were Power Pro-Tech represented by Tom Britt, The College represented by Debra Cannon, and Cummings Atlantic (the prospective awardee) represented by Michael Avans. At the start of the hearing, the parties submitted into evidence Exhibits 1 and 2. During the hearing additional documents were submitted into evidence as Exhibit 3.

NATURE OF THE PROTEST

In its letter of protest, Power Pro-Tech protests The College's determination that Power Pro-Tech was a non-responsible bidder.

FINDINGS OF FACT

1. On March 19, 2009, The College issued an Invitation for Bid. [Ex. B]

2. The Invitation included the following statements regarding responsibility:

“Certified Generator Technicians Certification Required. Technicians must be able to perform basic to medium level troubleshooting on commercial power supply side, transfer switches, control software and related control hardware. Contractor must also be able to supply high level electrical technicians if the need should arise.” [Ex. B, p. 11]

“Response Time: CONTRACTOR shall be required to furnish a two (2) hour response time twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR shall provide either a telephone number manned during this period or a beeper number. Two hours, as indicated above, is defined as time from receipt of call to arrival on campus.” [Ex. B, p. 13]

“In order to evaluate your responsibility, offeror shall submit the following information or documentation:

c. Provide Generator Technician Certificate(s) with bid or within two (2) days of request by the College.

d. Provide a Statement of ability to provide high level electrical technicians if needed with bid or within two (2) days of request by The College.” [Ex. B, p. 16]

3. The Invitation included the following emergency response time requirement:

“Response Time: CONTRACTOR shall be required to furnish a two (2) hour response time twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR shall provide either a telephone number manned during this period or a beeper number. Two hours, as indicated above, is defined as time from receipt of call to arrival on campus.” [Ex. B, p. 13]

4. On April 7, 2009, The College opened bids.

5. On April 8, 2009, The College notified Power Pro-Tech that it was the apparent low bidder and requested that Power Pro-Tech submit Generator Technician Certificates, a statement of ability to provide high level electrical technicians, and documentation showing the ability to meet the required emergency response time. [Ex. C]

6. On April 8 and 9, 2009, Power Pro-Tech responded with a statement of its ability to respond to an emergency, the resume of the proposed primary technician, Ronald Rhodes out of Summerville, and the certificates of “our guys in Tech Support.” That same day, the College asked for additional information regarding the ability to provide emergency response and again asked for a statement of ability to provide high level electrical technicians. In response, Power Pro-Tech provided additional information. [Ex. D]

7. On April 13, 2009, Power Pro-Tech provided Mr. Rhodes’ Military Certificates noting that they were having trouble obtaining copies of Mr. Rhodes’ generator certificates. [Ex. E]

8. On April 15, 2009, The College notified Power Pro-Tech that the documentation of responsibility provided by Power Pro-Tech was insufficient and that they were moving forward. [Ex. F]

9. On April 17, 2009, The College issued a determination that Power Pro-Tech was a non-responsible bidder. That same day, the College posted a Notice of Award to Cummins Atlantic, LLC. [Ex. G]

10. On April 17, 2009, Power Pro-Tech filed its protest with the CPO.

PROTESTANT'S POSITION

Power Pro-Tech argues that the College should have evaluated Power Pro-Tech as a company and not based on its sole or primary technician in the Charleston area. Power Pro-Tech also argues that it submitted sufficient evidence to show that its technician had the requisite skills and abilities and that it could respond to an emergency within two hours. Power Pro-Tech also argues that the solicitation did not define what a generator certificate was nor did the specifications identify how many technicians were required to be available on site within two hours.¹ Power Pro-Tech noted that it had a second technician in Myrtle Beach and up to 50 other technicians available within the Southeast. Finally, Power Pro-Tech submitted into evidence a generator certificate for Mr. Rhodes. [Hearing Ex. 2]

RESPONDENT'S POSITION

The College argues that Power Pro-Tech failed to provide the required generator certificates for its sole and primary technician in the Charleston area, did not provide sufficient evidence of the ability to provide a high-level electrical technician, and, based on the documentation submitted, Power Pro-Tech might not have the ability to adequately respond to an emergency within two hours.

DISCUSSION

Before awarding a contract, the procurement officer must determine that the prospective contractor is responsible. *S.C. Code Ann. § 11-35-1810*. To assist the procurement officer in making this determination the prospective contractor must "supply information requested by the procurement officer concerning the responsibility of such contractor." *See S.C. Code Ann. Regs. 19-445.2125(B)*. If the prospective contractor fails to provide the requested information, the procurement officer may make the determination based on the information available. A procurement officer's determination of responsibility is final and conclusive unless it is "clearly erroneous, arbitrary, capricious, or contrary to law." *See S.C. Code Ann. § 11-35-2410(A)*. The protestant has the burden of proving that the procurement officer's determination is "clearly erroneous, arbitrary, capricious, or contrary to law." *See Protest of Brantley Construction Co., Inc., Case No. 1999-3*.

A number of factors go into determining a bidder's responsibility including bidder's personnel resources and the ability to meet all contractual requirements. *See S.C Code Ann. Regs. 19-445.2125(A)(1)*. In the solicitation, The College notified prospective bidders that it would require generator certificates for the technicians that would be performing the work of the contract as a part of its responsibility determination. At the hearing, all parties agreed that a generator certificate was a certificate issued by a generator manufacturer indicating the technician had been trained on that manufacturer's generators.² The parties do not dispute that Power Pro-Tech failed to provide any generator certificate for its only technician in the Charleston area within the time required. Moreover, the record shows that this technician was to be the individual primarily responsible for performing the work of the contract. Finally, The College presented testimony that the timely submitted Navy Training Certificates were not generator certificates, were not relevant to the type of work expected, and did not demonstrate that the technician had the kind of training they required.

Finally, the College determined that Power Pro-Tech failed to establish its ability to meet the requirement to furnish a two-hour response time twenty-four hours per day, seven days per week. Specifically, the College was concerned about the fact that Power Pro-Tech had only one technician in the Charleston area to respond to an emergency and believed it was not physically possible for one technician to provide a two-hour response time twenty-four hours per day, seven days per week. In response to this concern, Power Pro-Tech indicated it had a technician in Myrtle Beach that could respond to an emergency in the event its Charleston Technician was not available. However, the College did not believe this technician could be on campus within two hours of call for assistance as required by the terms of the solicitation.³ While Power Pro-Tech indicated it had at least 50 technicians available for assistance, there was no argument that none of these technicians could be on campus within two hours of a call for assistance.

At the time the procurement officer made the responsibility determination, Power Pro-Tech had failed to provide any generator certificate for the generator technician that would be servicing the Colleges' generators despite the requirement in the solicitation to do so within two days of request.⁴ Moreover, the College had a legitimate concern that one technician in the Charleston area could respond to an

² While the College has generators made by several different manufacturers, the College did not require that vendors provide generator certificates issued by those specific manufacturers.

³ A search of Google Maps revealed that the drive time from downtown Myrtle Beach to the Charleston peninsula was just in excess of two hours.

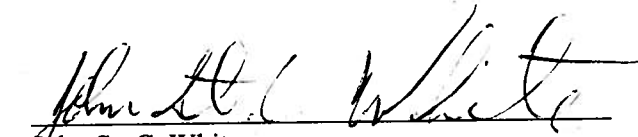
⁴ The College gave Power Pro-Tech an additional three days to provide the required information.

emergency within two hours on a 24/7 basis. Based on the foregoing, the CPO finds that Power Pro-Tech has failed to prove that Colleges responsibility determination was "clearly erroneous, arbitrary, capricious, or contrary to law."

DECISION

It is the decision of the Chief Procurement Officer that the College of Charleston's determination of non-responsibility was not "clearly erroneous, arbitrary, capricious, or contrary to law."

For the foregoing reasons Protest denied.



John St. C. White

Chief Procurement Officer for Construction



Date

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 83.1 of the 2008 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

Cannon, Debra A

From: Tom Britt [tomb@generator.com]
Sent: Friday, April 17, 2009 4:41 PM
To: protest-mmo@mmo.state.sc.us
Cc: Williams, Wendy E; Cannon, Debra A; 'Bob Byrne'
Subject: Official Notice of Protest of Award of the Emergency Generator Planned Maintenance and Repair at the College of Charleston

Importance: High

Attachments: Ron Rhodes Military Certificates.PDF; College of Charleston Multi-Agency Term Contract for Emergency Generator Planned Maintenance and Repairs (2).doc; Generator Contract Award.pdf



Ron Rhodes Military
 Certificat...



College of
 Charleston Multi-Ag..



Generator Contract
 Award.pdf (...)

Chief Procurement Officer, Material Management Office,

Please let it be understood, that based on the receipt of the attached notice stating that Cummins Atlantic has been awarded the contract for the generator maintenance at the College of Charleston, we are filing an official protest. Previous to the award, we were notified that we were the low bidder for the College of Charleston. We were asked to submit our Technician's certificates and we did so. In a email from Debbie Cannon on April 15th, we were told that the documentation we provided was not sufficient.

It is our belief that we have met the requirement as stated in the Solicitation on page 16, V. Qualifications, c. Provide Generator Technician Certificate(s) with bid or within two(2) day of request by the College.

As you will see in the attached document titled Ron Rhoades Military Certificates, that was sent to Debbie Cannon on April 13th, Ron completed Diesel Generator EN C-School in April of 1991. He went on and completed the Submarine Diesel Engine Maintenance class in June of 1994.

Based on the training he received in the Navy, Ron is qualified to work on the generators at the College of Charleston and we met the requirement to submit his certificates. There is no wording that states the certificate(s) must be from a manufacturer of generators.

Ron left the Navy and went on to work with a company called Multiquip. While he did attend their training classes, he has lost the certificates. He has tried to secure replacements but has not been successful.

I requested a meeting with the decision makers at the College, so they could meet with Ron and understand his and our company's capabilities but the meeting was denied.

I appreciate your consideration on this matter.

Tom Britt

Tom Britt | Director of Sales | tomb@generator.com
 Power Pro-Tech Services, Inc. | The American Generator Company
 Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell:
 407-421-6724

Corporate Office:
 240 Circle Drive
 Maitland, FL 32751

Operations Office:
 107 N. Gate Industrial Drive
 Ball Ground, GA 30107

Mission Statement:
 To Offer the Highest Quality Service and Most Compelling Economic Value to Companies that

Rely on Critical

Power and HVAC Systems to Protect & Preserve the Welfare of their Customers, Employees and Business.

Preparing for Emergencies | Responding to Emergencies.

Martin, Deb

From: Protest-MMO
Sent: Wednesday, April 15, 2009 9:43 AM
To: _MMO - Procurement; Shealy, Voight
Subject: FW: Decision from College of Charleston on Award of Solicitation 09.48.DC.B.T5
Importance: High
Attachments: Ron Rhodes Military Certificates.PDF; College of Charleston Multi-Agency Term Contract for Emergency Generator Planned Maintenance and Repairs (2).doc

From: Tom Britt[SMTP:TOMB@GENERATOR.COM]
Sent: Wednesday, April 15, 2009 9:42:45 AM
To: Protest-MMO
Cc: 'Cannon, Debra A'; 'Bob Byrne'; williamsw@cofc.edu
Subject: FW: Decision from College of Charleston on Award of Solicitation 09.48.DC.B.T5
Importance: High
Auto forwarded by a Rule

Chief Procurement Officer, Material Management Office,

Please let it be understood, based on the email received below stating that Power Pro-Tech Services will not be awarded the above mentioned bid due to in-sufficient documentation, that we are filing an official protest.

It is our belief that we have met the requirement as stated in the Solicitation on page 16, V. Qualifications, c. Provide Generator Technician Certificate(s) with bid or within two(2) day of request by the College.

As you will see in the attached document titled Ron Rhoades Military Certificates, that was sent to Debbie Cannon on April 13th, Ron completed Diesel Generator EN C-School in April of 1991. He went on and completed the Submarine Diesel Engine Maintenance class in June of 1994.

Based on the training he received in the Navy, Ron is qualified to work on the generators at the College of Charleston and we met the requirement to submit his certificates.

Ron left the Navy and went on to work with a company called Multiquip. While he did attend their training classes, he has lost the certificates. He has tried to secure replacements but has not been successful.

I requested a meeting with the decision makers at the College, so they could meet with Ron and understand his and our company's capabilities but the meeting was denied.

I appreciate your consideration on this matter.

Tom Britt

Tom Britt | Director of Sales | tomb@generator.com

Power Pro-Tech Services, Inc. | The American Generator Company

Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell: 407-421-6724

4/16/2009



Exhibit
2

April 29, 2009

FAX TO:

770 735 2357

ATTN: Ron Rhodes

Original Will Follow by mail.

To whom this may concern,

Attached you will find a reprint of Mr. Ron Rhodes' training certificate for attending the MQ Power Level 1 training class in Carson, CA on the week of February 13th, 2006 to February 17th, 2006.

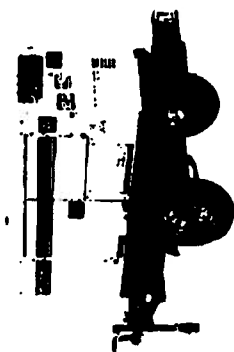
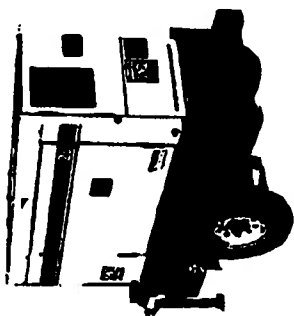
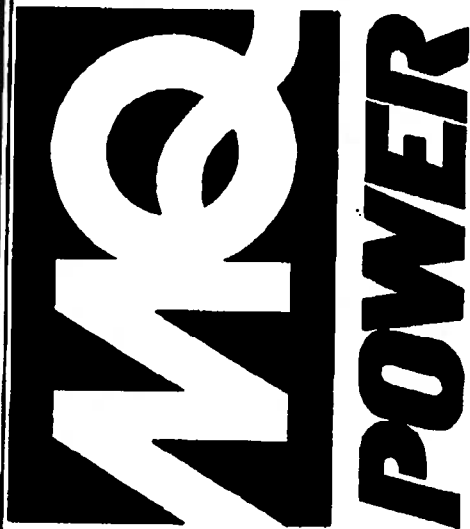
This was a 24 classroom hour course that covered the following topics:

- Power Generation theory
- MQ Power generator components (portables, stand-by, and containerized)
- Troubleshooting

I have verified that the above named student attended this course and completed all course requirements. Please feel free to contact me at (800) 883-2551, ext. 3663 if you have any questions.

A handwritten signature in black ink, appearing to read 'V. BB' followed by a long horizontal stroke.

Tim Bergkvist
Training and Support Manager
MQ Power



Ronald Rhodes

Has successfully completed training requirements for


MQ Power Level I Service Training

Friday, February 17, 2006

MQP0003001
Course

060213CA
Class

Rentmeister, Eith
Instructor

	College of Charleston Invitation for Bid	Solicitation Number	09.48.DC.B.T5
		Date Printed	03/19/2009
		Date Issued	03/19/2009
		Procurement Officer	Debra Cannon, CPPB
		Phone	843-953-3041
		E-Mail Address	cannond@cofc.edu

DESCRIPTION: Multi-Agency Term Contract for Emergency Generator Planned Maintenance and Repairs

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): April 7, 2009 @ 1:00PM ET **See "Deadline For Submission Of Offer" provision**

QUESTIONS MUST BE RECEIVED BY: See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: One (1) original

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

(USPS)MAILING ADDRESS:

College of Charleston
 Procurement Office
 66 George Street
 Charleston, SC 29424

(Courier or hand carry)PHYSICAL ADDRESS:

College of Charleston
 Procurement Office Rm B53
 160 Calhoun St
 Charleston SC 29401

See "Submitting Your Offer" provision

SITE VISIT: Non-Mandatory but strongly encouraged
DATE & TIME: Tuesday, March 31, 2009 @ 10:00 AM
As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

LOCATION: Procurement Conference Room,
 College of Charleston, Basement, Lightsey Center,
 160 Calhoun St, Charleston, SC 29401

AWARD & AMENDMENTS

Award will be posted at the Physical Address stated above on **04/09/09**. The award, this solicitation, and any amendments will be posted at the following web address:
<http://www.cofc.edu/~procure/Solicitations.htm>

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
 (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____
☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
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PREFERENCES - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE In-State Office Address same as Home Office Address In-State Office Address same as Notice Address (check only one)
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PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): [College of Charleston 04/09/09 – 04/08/2014, Trident Technical College 05/31/09 – 05/30/2014]. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.net/code/statmast.htm> . The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm> . [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (JAN 2004)

By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150. [02-2A075-1]

ILLEGAL IMMIGRATION (NOV. 2008):

(An overview is available at www.procurement.sc.gov)

By signing your offer, you certify that you will comply with the applicable requirements of Title 8,

Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

PROTESTS (JUNE 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [# 11-35-4210] [02-2A085-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to

price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award*. [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: Tuesday, March 31, 2009 @ 10AM

Location: College of Charleston Procurement Conference Room, Basement, Lightsey Center, 160 Calhoun St, Charleston, SC 29401

A representative of Trident Technical College will be present at this meeting. However, an appointment for a site visit to view Trident Technical College's generators can be made by contacting Bob Tyner at (843) 574-6279.

III. SCOPE OF WORK/SPECIFICATIONS

SCOPE

PLANNED MAINTENANCE INSPECTIONS AND ON CALL SERVICE

Provide all necessary labor, tools, equipment, and materials to perform planned maintenance services and maintenance inspections on emergency generator system (s) listed on Bid Schedule. Provide all necessary labor, tools, equipment, and materials to provide on-call 24/7 emergency service/repairs on an "as needed" basis.

(The parking clause is only applicable to The College of Charleston)

Parking: Parking is available via Service Vehicle Permit through CofC Parking Services and is the responsibility of the contractor. The College of Charleston offers service vehicle parking passes to persons driving company-owned vehicles and who require the use of the vehicle to perform a service for the College community. Persons who do not require the use of their vehicle to perform a service for the College are required to seek parking at a city-operated parking garage or meter. The Contractor must submit a signed Service Vehicle Parking form to Parking Services, along with vehicle registration. (This form is available from Physical Plant or Residence Life, and must be approved by one of these two departments prior to being submitted to Parking Services). Service permits per vehicle are available at a cost of \$6/day, \$30/week or \$100/month. Passes will be issued upon receipt of payment. Passes permit contractors to park ONLY in designated service vehicle spaces. The prices listed are current prices and are subject to change. Service space locations are also subject to change.

SPECIFICATIONS

Certified Generator Technicians Certification Required. Technicians must be able to perform basic to medium level troubleshooting on commercial power supply side, transfer switches, control software and related control hardware. Contractor must also be able to supply high level electrical technicians if the need should arise.

(LOT 1 – College of Charleston)

The following services shall be performed every January and July of each calendar year on the emergency generator system (s) and accessories listed.

PM- 1 is preventative maintenance inspection without oil/filter change to be performed in January of each calendar year.

PM- 2 is preventative maintenance including all oil/filter change to be performed July of each calendar year.

(LOT 2 – Trident Technical College)

The following services shall be performed every six(6) months of each calendar year on the emergency generator system (s) and accessories listed. Each preventive maintenance inspection for Trident Technical College shall include oil/filter changes.

Addition or Deletion of Units

Generators to be serviced and maintained under this contract are specified on the Bid Schedule. Any unit added or deleted by the agency from said list will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the price as then in effect

on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

1. Planned Maintenance

A. Electrical system - AC & DC

Clean and service batteries, battery cable terminal and holders. All power and control cables will be inspected. AC & DC terminations will be checked and tightened as necessary. Batteries will be checked for correct specific gravity and distilled water added when needed. External battery charger and or battery charging alternator will be checked and tested for proper operation. Control panel and components, pre-alarm warning and shutdown systems will be checked and tested for proper operation.

B. Fuel system

Visually inspect all accessible fuel system components to the nearest fuel storage tank. Fuel lines which are located outside of the genset enclosure, underground, within walls, concrete, conduits or otherwise inaccessible cannot be inspected and are excluded. All fuel filters will be replaced as required or at least once a year.

C. Lube oil system (for College of Charleston)

Check crankcase oil level, governor reservoir level; inspect system for leaks/damage and record engine oil pressure. Verify crankcase oil level, governor reservoir level and engine oil pressure. Record engine oil pressure. Change lubes oil and filters per manufacturers' recommendations or at least annually. Check oil system heater for proper operation, if applicable. An oil sample analysis will be provided on an annual basis for each generator.

Lube oil system (for Trident Technical College)

Lube Oil system- Inspect system for leaks/damage. Verify crankcase oil level, governor reservoir level and engine oil pressure. Record engine oil pressure. Verify proper operation of oil system heater. Per manufacturer's recommendation oil will be changed every 100 hours of operation or every six months, whichever is sooner. An oil sample analysis will be provided on an annual basis for the Cat gen-sets at Main and Palmer campus.

**** * It shall be the responsibility of the college to notify contractor if generator(s) are operated more than 100 hours in less than a six month period.**

D. Cooling system

Radiator cooled systems will be inspected for leaks and proper level. Antifreeze mixture will be checked, tested, and adjusted to proper specification, and record on inspection sheet. Check all hoses, clamps, and drive belts for deterioration. Adjust and replace if necessary. Jacket water heater terminations and operation will be checked.

City water/heat exchanger cooled systems will be inspected for leaks and proper operation.

Air cooled systems will be inspected for clean cooling fins, shrouds, fans and proper operation.

Clean loose trash and obstructions from cooling system areas.

E. Air intake/discharge system

Inspect complete air intake and discharge system including louvers/ shutters for correct operation.

Clean any obstructions from area. No cutting of foliage will be allowed but contractor must notify the agency of the need to have trimming done.

F. Exhaust system

Open and drain condensation traps. Check for any exhaust restrictions and inspect for leaks. Check all mounting hardware and tighten as required. Check rain cap for proper operation when engine is running and stopped.

G. Generator set

Manually operate genset at no load to verify proper operations of all phases/gauges/instruments. Check all control panel instruments and gauges for proper operation. Check for any unusual noise, vibration and water, oil or exhaust leaks.

Check system operation under building load, for 30 minutes to verify proper voltage, frequency and general operation every January and July of each calendar year for College of Charleston and as scheduled every six(6) months for Trident Technical College. Also resistive full load testing will be available upon request at an additional charge.

H. Switchgear

Inspect and test transfer switch and or paralleling gear to determine automatic start and transfer of load. Check and verify proper operation of all time delays, transfers, exercisers and other accessories are in accordance with customer requirements.

I. General

Grease all necessary fittings and bearings. Visually inspect vibration isolators, duct work, weatherproof enclosure, worn and or rubbing parts and components.

J. Clean-up

Vendors is to ensure proper disposal of all liquid-i.e. oils, gas, diesel, and filters. Along these lines, vendor should also adhere to the agency spill prevention and control plans and note any spill containment and cleanups that occur in the furnish reports.

K. Reports

After each Inspection the agency will be furnished a written detailed report to be filed in a hard-bound maintenance log. This report will be provided describing the work performed and recommendations for corrective maintenance not covered by the preventative maintenance service. The agency will review reports and approve any corrective maintenance or repairs that may be required or suggested. Additional work not covered by this Service Agreement will not be performed until expressly authorized by the owner.

2. Emergency Service/Repairs

Response Time: CONTRACTOR shall be required to furnish a two (2) hour response time twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR shall provide either a telephone number manned during this period or a beeper number. Two hours, as indicated above, is defined as time from receipt of call to arrival on campus. Billing for emergency service/repairs will be paid under a separate line item on the resulting purchase order to differentiate this work from preventative maintenance or scheduled repairs. Most parts shall be available from contractors stock. Also if it needed, a wide range of rental generators must be available from contractor to be place on the worksite.

3. Corrective Maintenance and Scheduled Repairs

CONTRACTOR shall be requested to furnish a written quotation (faxes and PDF acceptable) prior to the commencement of the work. This quote shall separate labor and materials charges. Work will be paid under a separate line item on the resulting purchase order to differentiate this work from preventive maintenance. The agency will not be obligated to issue Other Repair work to the

CONTRACTOR and may seek other quotations. The agency will exercise care with regards to work performed by other contractor and that impact on warranties and guaranties.

A. The contractor agrees to correct, by repair or replacement at no additional cost, any defects in material or workmanship installed under this contract which may develop under normal use within one (1) year from installation.

B. The agency reserves the right to add additional generators to this contract if need arises. Pricing for any additions will negotiable between the agency and the contractors prior to generators being added.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
[03-3030-1]

Various Locations at The College of Charleston and Trident Technical College.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation:

- a. Include a brief history of the offeror's experience in providing work of similar size and scope
- b. A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- c. Provide Generator Technician Certificate(s) with bid or within two(2) days of request by the College.
- d. Provide a Statement of ability to provide high level electrical technicians if needed with bid or within two(2) days of request by The College.

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD BY LOT (JAN 2006):

Award will be made by complete lot(s).

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or

controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT (JAN 2006)

(a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the

State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL CHANGES (JAN 2006)

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006)

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification -- Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification -- Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (Any one fire) \$ 50,000
Medical Expense (Any one person) \$ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):
Combined Single Limit \$1,000,000
OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

[07-7B055-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform

must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ESTIMATED QUANTITY – PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY – UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

INDEMNIFICATION – THIRD PARTY CLAIMS (JAN 2006)

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement. [07-7B100-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this

Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to # 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. # 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. # 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR # 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): Initial contract period: One year from date of award. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. The extensions may be less than, but will not exceed four(4) additional one year periods. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

WARRANTY -- ONE YEAR (JAN 2006)

Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

VIII. BIDDING SCHEDULE

BIDDING SCHEDULE (NOV 2007)

PM- 1 is preventative maintenance inspection less oil/filter change.

PM- 2 is preventative maintenance including oil/filter change.

LOT 1 – College of Charleston’s Generators

Generator Location	Manufacturer	Model #	Output	Natural Gas/Diesel	PM-1 Price	PM-2 Price
Parking Garage (St. Phillip St.)	Cummins Onan	DGHE-5600918	50kw	Natural Gas		
Science Center	Cummins Onan	50.ODL6B-15R/6066B	60kw	Natural Gas		
Physical Plant(Burns Lane)	Cummins Onan	65GGHB	60kw	Natural Gas		
Physical Plant(Portable Unit)	Cummins Onan	150DGFA	150kw	Diesel		
*Carolina First Arena	Kohler	750REO2DC	9500kw	Diesel		
Sottile Center	Cummins Onan	60DGCB	60kw	Diesel		
6 Glebe	Cummins Onan	GGFD-5007636	35kw	Natural Gas		
Financial Aid	Cummins Onan	GGHE-4482614	60kw	Natural Gas		
McAlister Dorm	Caterpillar	3406	300kw	Diesel		
Bell South Building	Cummins Onan	GGHH-5566995	100kw	Natural Gas		
Grice Lab	Cummins Onan	5.0CCK-4R/8505R	5kw	Natural Gas		
Rutledge Dorm	Kohler	4914SR2A22	11.5kw	Diesel		
Addlestone Library	Cummins Onan	DFEC-5563370	450KW	Diesel		
Beatty Center	Olympia	D200P4	200kw	Diesel		
*Simons Fine Arts Building	Cummins Onan	DQHAB	200KW	Diesel		
*New Sciences Building	Caterpillar	C32	1000KW	Diesel		
*Bell South Building	Detroit Diesel	350-XC6DT3	350 kVA	Diesel		

***Generator is under manufacture warranty**

- Carolina First Arena (November 2008- November 2009) 1 year warranty
- Simons Fine Arts Building (December 2009- December 2010) 1 year warranty
- New Sciences Building(August 2009- August 2010) 1 year warranty
- Bell South Building (April 2009- April 2010) 1 year warranty

Total Annual Cost (LOT 1) \$ _____

LOT 2 – Trident Technical College's Generators

Preventative maintenance including oil/filter change.

Item #	Qty / UOM	Generator Location	Manufacturer	Model #	Output	Unit Price	Total
1	2 EA	Berkeley Campus	ONAN	15 C-4XR12382AC 277/280, 1800RPM, 3-phase, 60 Hz, S/N F810573270	15 KW		
2	2 EA	Main Campus, Bldg 100	ONAN	12.5 JC18R/17164AB 240/460, 1800 RPM, 3-phase, 60 Hz, s/n F850764722	12.5 KW		
3	2 EA	Main Campus, Radio Tower	ONAN	16 GNAC 110/220, 1800RPM, 1-phase, 60 Hz, s/n K048716870	16 KW		
4	2 EA	Main Campus, Bldg 920	CATERPILLAR	3456 Gen-Set	500 KW		
5	2 EA	Palmer Campus	CATERPILLAR	D125-6 60Hz, 3 PH, 480/277v 1800 RPM Cat. CTG 400amp transfer switch	125 KW		
6	1 EA	Oil Change if needed before (6) month period	XXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXX		

Total Annual Cost (LOT 2) \$ _____

NOTE: For agency information only, bidders must provide the following costs to be applied to other charges which shall be defined as work **not** included as preventative maintenance:

Provide all necessary labor, materials, equipment, and supplies for Emergency Service/Repairs as needed to be billed at the following rates (mileage to be included in hourly rates)

	One Mechanic/HR	One Mechanic & one Helper/HR
Regular hours	\$ _____	\$ _____
Overtime hours	\$ _____	\$ _____
Sunday & holidays	\$ _____	\$ _____

Contractor's Markup _____% (Not To Exceed 25%)
(on Contractor's cost)

Contractor's Markup _____%
(On Industry Published Rental Rates for Generators)

IX. ATTACHMENTS TO SOLICITATION

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

Cannon, Debra A

From: Cannon, Debra A
Sent: Wednesday, April 08, 2009 2:17 PM
To: 'Tom Britt'
Subject: Add'l information needed

Attachments: Power Pro Tech Services.pdf



Power Pro Tech
Services.pdf (1...

Hi Tom,

Power Pro-Tech was the apparent low bidder for Lot 1 (College of Charleston) generator planned maintenance and repairs. First based on my calculations the Lot 1 total should be \$9,765. That was the total I got for PM 1 and PM 2.

Additionally please see attached where I circled additional items that are needed. I did not see anything showing where a 24/7 2 hour response time can be provided.

If you have any questions please let me know.

Thanks,
Debbie Cannon

If you have any
Debbie Cannon, CPPB
Procurement Specialist
College of Charleston
Phone 843-953-3041
Fax 843-953-5444

Open and drain condensation traps. Check for any exhaust restrictions and inspect for leaks. Check all mounting hardware and tighten as required. Check rain cap for proper operation when engine is running and stopped.

G. Generator set

Manually operate genset at no load to verify proper operations of all phases/gauges/instruments. Check all control panel instruments and gauges for proper operation. Check for any unusual noise, vibration and water, oil or exhaust leaks.

Check system operation under building load, for 30 minutes to verify proper voltage, frequency and general operation every January and July of each calendar year for College of Charleston and as scheduled every six(6) months for Trident Technical College. Also resistive full load testing will be available upon request at an additional charge.

H. Switchgear

Inspect and test transfer switch and or paralleling gear to determine automatic start and transfer of load. Check and verify proper operation of all time delays, transfers, exercisers and other accessories are in accordance with customer requirements.

I. General

Grease all necessary fittings and bearings. Visually inspect vibration isolators, duct work, weatherproof enclosure, worn and or rubbing parts and components.

J. Clean-up

Vendors is to ensure proper disposal of all liquid-i.e. oils, gas, diesel, and filters. Along these lines, vendor should also adhere to the agency spill prevention and control plans and note any spill containment and cleanups that occur in the furnish reports.

K. Reports

After each Inspection the agency will be furnished a written detailed report to be filed in a hard-bound maintenance log. This report will be provided describing the work performed and recommendations for corrective maintenance not covered by the preventative maintenance service. The agency will review reports and approve any corrective maintenance or repairs that may be required or suggested. Additional work not covered by this Service Agreement will not be performed until expressly authorized by the owner.

2. Emergency Service/Repairs

Response Time: CONTRACTOR shall be required to furnish a two (2) hour response time twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR shall provide either a telephone number manned during this period or a beeper number. Two hours, as indicated above, is defined as time from receipt of call to arrival on campus. Billing for emergency service/repairs will be paid under a separate line item on the resulting purchase order to differentiate this work from preventative maintenance or scheduled repairs. Most parts shall be available from contractors stock. Also if it needed, a wide range of rental generators must be available from contractor to be place on the worksite.

3. Corrective Maintenance and Scheduled Repairs

CONTRACTOR shall be requested to furnish a written quotation (faxes and PDF acceptable) prior to the commencement of the work. This quote shall separate labor and materials charges. Work will be paid under a separate line item on the resulting purchase order to differentiate this work from preventive maintenance. The agency will not be obligated to issue Other Repair work to the

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation:

- a. Include a brief history of the offeror's experience in providing work of similar size and scope
- b. A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- c. Provide Generator Technician Certificate(s) with bid or within two(2) days of request by the College.
- d. Provide a Statement of ability to provide high level electrical technicians if needed with bid or within two(2) days of request by The College.

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

Cannon, Debra A

From: Tom Britt [tomb@generator.com]
Sent: Thursday, April 09, 2009 12:57 PM
To: Cannon, Debra A
Subject: RE: Please see attached amended award date

Thanks for the extra days Debbie!

Tom Britt | Director of Sales | tomb@generator.com
Power Pro-Tech Services, Inc. | The American Generator Company
Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell:
407-421-6724

Corporate Office:
240 Circle Drive
Maitland, FL 32751

Operations Office:
107 N. Gate Industrial Drive
Ball Ground, GA 30107

Mission Statement:

To Offer the Highest Quality Service and Most Compelling Economic Value to Companies that Rely on Critical

Power and HVAC Systems to Protect & Preserve the Welfare of their Customers, Employees and Business.

Preparing for Emergencies | Responding to Emergencies.

-----Original Message-----

From: Cannon, Debra A [mailto:CannonD@cofc.edu]
Sent: Thursday, April 09, 2009 12:54 PM
To: Tom Britt
Subject: Please see attached amended award date

Thanks,
Debbie Cannon

Debbie Cannon, CPPB
Procurement Specialist
College of Charleston
Phone 843-953-3041
Fax 843-953-5444

Cannon, Debra A

From: Tom Britt [tomb@generator.com]
Sent: Thursday, April 09, 2009 10:21 AM
To: Cannon, Debra A
Cc: 'Dana Grubbs'; 'Bob Byrne'
Subject: PPT Response to Questions from CofC
Attachments: Ron Rhodes Resume.docx; References College of Charleston.doc

Good Morning Debbie,

Please see below for the answers to the questions you sent me this morning.

What kind of response time would there be if Ron is out on another call?
Ron Rhodes is normally within 2 hours of Charleston on any given day. If there is an emergency call, he will be pulled off of his normal work to respond to your emergency. If the need arises, we can pull other technicians in from North Carolina and Georgia.

Do you have certificates for Ron?
Ron will have me his certificates by Monday. Once I get them, I will forward them to you.

Are there any SC references that we can contact?
Please see the attached reference sheet

Also please see the part I circled about the statement of ability to provide electrical technicians.
Please see the last page of the attached resume for Ron Rhodes under "SKILLS"

Please let me know if there is anything else I can provide. Ron and I will meet with whomever you deem necessary if that is what it takes to secure the award of this contract.

Thank you for working with us on this.

Tom Britt | Director of Sales | tomb@generator.com
Power Pro-Tech Services, Inc. | The American Generator Company
Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell: 407-421-6724

Corporate Office:	Operations Office:
240 Circle Drive	107 N. Gate Industrial Drive
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Preparing for Emergencies | Responding to Emergencies.

4/13/2009

Ronald Rhodes
913 Longstreet Street
Summerville, SC 29483

EXPERIENCE: 2/2004 - Present Air Centers of Tampa, Florida
Florida
Industry: Construction - Residential &
Commercial/Office

Lead Service Technician

Field Service Technician; Air Centers of Florida/ACF
Power Gen., Inc., Orlando Fl.

- Diagnose and repair Ingersoll-Rand Rotary Screw Air compressors and Vacuum pumps.
- Diagnose and repair refrigerated air dryers and desiccant dryers.
- Customer Service Representative for preventative maintenance of Ingersoll-Rand air compressors.
- Performed over 155 Ingersoll-Rand Diesel Generator start ups for Sprint/Nextel.
- Performed 130 MQ Power Diesel Generator start ups for Sprint/Nextel.
- Performed diagnostics and repair of several brands of diesel generators.
- Assisted MQ Power within field repairs and diagnostics of new generator line.
- Customer Service Representative for preventative maintenance of Diesel Generator sets.

1/2002 - 2/2004 Life Cycle Charleston, SC
Engineering
Industry: Government and Public Sector

Field Service Engineer

Field Service Engineer; Life Cycle Engineering, Inc.,
Charleston, SC.

- Participated in the refurbishment of several submarine Ship Service Motor Generators.
- Installed Machalts 431, 538, and 514. Overhauled 2 Floating Dry Dock cranes.
- Provided shipboard installation support for 2 Static

Frequency Converters on surface ships.

-In place overhaul of 2 1000gpm fire pumps and motors.

-Participated in various INSURV inspections on air systems and plumbing.

1/2000 - 1/2002 Airite, Inc. Greenville, SC

Industry: Construction - Residential &
Commercial/Office

Field Service Technician

-Sullair Service Technician; Airite Inc., Simpsonville SC.

-Diagnose and repair Sullair Rotary Screw Air compressors and Vacuum pumps.

-Diagnose and repair refrigerated air dryers and desiccant dryers.

-Customer Service Representative for preventative maintenance of Sullair air compressors

1/1999 - 1/2000 Blake & Lakeland, Fl

Pendleton, Inc

Industry: Construction - Residential &
Commercial/Office

Field Service Technician

-Sullair Service Technician; Blake&Pendleton Inc., Lakeland Fl.

-Diagnose and repair Sullair Rotary Screw Air compressors and Vacuum pumps.

-Diagnose and repair refrigerated air dryers and desiccant dryers.

-Customer Service Representative for preventative maintenance of Sullair air compressors

11/1987 - 3/1999 US NAVY Norfolk, VA

Industry: Government and Public Sector

Machinist Mate

1998-1999 -Dry Deck Shelter Work Center Supervisor; USS James K Polk, Norfolk, VA.

-Supervised and performed maintenance and repair of two mobile diving platforms with integrated Hyperbaric chambers.

-Trained five personnel in operation, maintenance and repair of two mobile diving platforms with integrated Hyperbaric chambers.

-Performed duties as Quality Control Inspector and

Craftsman.

1998-1999 -Auxiliary Division Maintenance Technician;
USS James K Polk, Norfolk, VA

- Performed maintenance and operated all auxiliary equipment, including 2 Treadwell electrolytic oxygen generators, Fairbanks-Morse emergency diesel, high pressure air system, high pressure hydraulic system and refrigeration systems.

- Performed duties as Quality Control Inspector and Craftsman.

1995-1998 -Material Support Department Supply
Manager/Quality Assurance Work Center Supervisor;
Naval Diving and Salvage Training Center, Panama City,
FL.

- Managed departmental budget in excess of \$1,000,000.

- Planned and provided work packages for all corrective and preventive maintenance for all 17 Hyperbaric chambers and diving systems.

- Performed duties as a Quality Assurance Supervisor, Inspector and Craftsman.

- High Pressure Air Compressor Technician for four 6R80-100 Ingersoll-Rand Compressors.

1991-1995 -Auxiliary Division Maintenance
Technician/Repair Parts Acquisition Manager; USS
Cincinnati, Norfolk, VA.

- Researched, ordered, and tracked repair parts for all preventive and corrective maintenance.

- Performed duties as Quality Assurance Inspector and Work Package Coordinator for all Quality Assurance work in the work center.

- Performed duties as Treadwell Oxygen Generator Mechanical and Electrical Maintenance Technician.

- Performed duties as the Fairbanks-Morse Emergency Diesel Technician.

1989-1991 -Auxiliary Division Maintenance Technician;
USS Henry L. Stimson, Charleston, SC

- Performed maintenance and operated all auxiliary equipment, including 2 Treadwell electrolytic oxygen generators, Fairbanks-Morse emergency diesel, high pressure air system, high pressure hydraulic system and refrigeration systems.

EDUCATION:

US NAVY US-VA-Norfolk

Vocational

- Certified as a Quality Assurance and Gas Systems
Cleanliness Inspector 1994

- Certified Fairbanks-Morse / Colt Pielstick Diesel Engine Technician 1991
- Certified Treadwell 6L16 Oxygen Generator Electrical/Mechanical Technician and Operator 1993
- Certified Worthington High Pressure Air Compressor Technician 1994
- Factory trained Sulliar Rotary Screw Air Compressor Service Technician 1999
- Certified EPA Universal Refrigerant 2000
- Factory trained Ingersoll-Rand Air compressor Technician 2004
- Factory trained Ingersoll-Rand Diesel Generator Technician 2004
- Factory trained MQ Power Intermediate Diesel Generator Technician 2006

SKILLS:

Skill Name	Skill Level	Last Used/Experience
Electrical	Intermediate	Currently used/9
Diagnostics		years
Mechanical	Expert	Currently used/20
Diagnostics		years
Leadership	Intermediate	+4 years ago/9
		years
Hvac and	Intermediate	Currently used/12
Refrigeration		years
Pwer Generation	Intermediate	Currently used/10
		years

Cannon, Debra A

From: Cannon, Debra A
Sent: Thursday, April 09, 2009 8:53 AM
To: 'Tom Britt'
Subject: RE: Add'l information needed from PPT to the College of Charleston

Thanks Tom. I just have a few additional questions.

What kind of response time would there be if Ron is out on another call?

Do you have certificates for Ron?

Are there any SC references that we can contact?

Also please see the part I circled about the statement of ability to provide electrical technicians.

If you have any questions please give me a call.

Thanks and have a great day!

Debbie Cannon

-----Original Message-----

From: Tom Britt [mailto:tomb@generator.com]
Sent: Wednesday, April 08, 2009 3:03 PM
To: Cannon, Debra A
Cc: 'Bob Byrne'; alib@generator.com; 'Dana Grubbs'
Subject: FW: Add'l information needed from PPT to the College of Charleston
Importance: High

This is great new Debbie and thanks for catching my addition error! Sorry about missing the response to the 24 x 7 - 2 hour response. PPT has an 800 number that is always answered by someone in Operations 24/7. That phone number is 800-437-4474. The primary technician for the college will be Ron Rhodes. He currently resides in Summerville and will be able to respond to any emergency call within the required 2 hour time frame. The great thing about working with PPT is that there are over 50 other technicians available to come to Charleston in case there is a disaster. If a rental generator is needed, we will source one from either Sunbelt, United or Agreko. These companies specialize in rental equipment and we have found them to be very cost competitive.

Please see the attached documents for Ron's resume and the certificates held by our guys in Tech Support. Ron is an experienced generator and electrical technician. PPT Tech Support is also available 24/7 to our technicians in case they run in to a problem on the job site they cannot resolve.

If there is any more information you need, please let me know. We look forward to working with you and the College of Charleston.

Take care,

Tom Britt | Director of Sales | tomb@generator.com
Power Pro-Tech Services, Inc. | The American Generator Company
Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell:
407-421-6724

Corporate Office:
240 Circle Drive
Maitland, FL 32751

Operations Office:
107 N. Gate Industrial Drive
Ball Ground, GA 30107

Mission Statement:
To Offer the Highest Quality Service and Most Compelling Economic Value to Companies that
Rely on Critical

Cannon, Debra A

From: Tom Britt [tomb@generator.com]
Sent: Monday, April 13, 2009 8:19 AM
To: Cannon, Debra A
Cc: 'Bob Byrne'
Subject: FW: Certificates.PDF for Ron Rhodes

Attachments: Certificates.PDF



Certificates.PDF (2 MB)

Debbie here are Ron's Military Certificates. Hopefully he will have the Multiquip one this morning also.

Tom Britt | Director of Sales | tomb@generator.com
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 Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell:
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Preparing for Emergencies | Responding to Emergencies.

-----Original Message-----

From: Ronald Rhodes [mailto:ronr@generator.com]
Sent: Sunday, April 12, 2009 7:42 PM
To: 'Nelson Cruz'; tomb@generator.com
Subject: Certificates.PDF

Here are justa few of the military certificates and and training summary sheet from military. I have all the certificates for those listed. I am in contact with Multiquip and am trying to secure a copy of my Multiquip training and still working on getting IR stuff as well.

Rooster

Cannon, Debra A

From: Tom Britt [tomb@generator.com]
Sent: Monday, April 13, 2009 2:49 PM
To: Cannon, Debra A
Cc: 'Ronald Rhodes'
Subject: RE: Certificates.PDF for Ron Rhodes

Good Afternoon Debbie,

If Ron gets his Multiquip certificates today, he will send them to you by close of business. If he cannot get them, the best I can do are the ones I sent you this morning from the military. My hope is that you will see by the training he received in the Navy, he is well qualified to work on your generators.

As for back-up to Ron, I have a man in Myrtle Beach and one south of Charlotte that does work in Columbia, SC. Between the three of them I am sure we can meet your 2 hour response window.

Thank you for the extra time you gave us to respond.

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-----Original Message-----

From: Cannon, Debra A [mailto:CannonD@cofc.edu]
Sent: Monday, April 13, 2009 2:26 PM
To: Tom Britt
Subject: RE: Certificates.PDF for Ron Rhodes

Hi Tom,

We can't wait any longer than the close of business today for the rest of the information. Also, physical plant had questioned what the response time would be if Ron is not available? Are there any other technicians that are going to be able to provide a 2 hour response time?

Thanks,
Debbie Cannon

-----Original Message-----

From: Tom Britt [mailto:tomb@generator.com]
Sent: Monday, April 13, 2009 8:19 AM
To: Cannon, Debra A
Cc: 'Bob Byrne'
Subject: FW: Certificates.PDF for Ron Rhodes

Debbie here are Ron's Military Certificates. Hopefully he will have the Multiquip one this morning also.

Tom Britt | Director of Sales | tomb@generator.com
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-----Original Message-----

From: Ronald Rhodes [mailto:ronr@generator.com]
Sent: Sunday, April 12, 2009 7:42 PM
To: 'Nelson Cruz'; tomb@generator.com
Subject: Certificates.PDF

Here are just a few of the military certificates and training summary sheet from military. I have all the certificates for those listed. I am in contact with Multiquip and am trying to secure a copy of my Multiquip training and still working on getting IR stuff as well.

Rooster



Submarine Training Facility Norfolk, VA

Certificate of Graduation

Awarded to

MM2(SS) RONALD D. RHODES

13 JUNE 1994

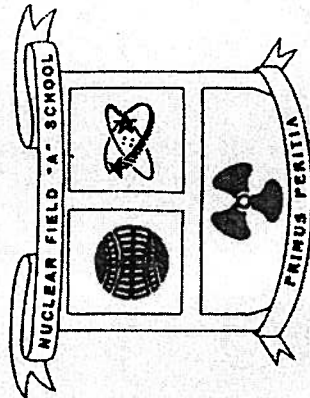
15 JUNE 1994

in recognition of the successful completion of the
SUBMARINE QUALITY ASSURANCE SUPERVISOR/OFFICER (A-4H-0146)

H. P. CONSAUL, III
CAPTAIN, U. S. NAVY
COMMANDING OFFICER



NUCLEAR FIELD "A" SCHOOL



This is to certify that

RONALD DAVID RHODES

has successfully completed the prescribed course of instruction for

MACHINIST'S MATES

at

*Nuclear Field "A" School
Naval Training Center, Orlando, Florida*

19 May 19 88

E. D. Morrow
E. D. MORROW
Captain, U. S. NAVY
Commanding

Department of the Navy Chief of Naval Technical Training



This certifies that

MM2(SS) RONALD D. RHODES

has satisfactorily completed the prescribed course of study at the
ENGINEERMAN CLASS "C" SCHOOL
SSC/NTC GREAT LAKES, ILL.

this

FIFTH

day of

APRIL

1991

T. W. Bohan

T. W. BOHAN, LT
U.S. NAVY, COMMANDING

A-652-0320
A-652-0323

ENR00018A GPN 165071 (2-73)
5/N0112-110-5530 26087-G1



Submarine Training Facility Norfolk, VA

Certificate of Graduation

Awarded to

MM2(SS) RONALD D. RHODES

16 MAY 1994

20 MAY 1994

in recognition of the successful completion of the

SUBMARINE DIESEL ENGINE OPERATOR (A-652-0220)



A handwritten signature in dark ink, appearing to read "H. P. Consaul, III".

**H. P. CONSAUL, III
CAPTAIN, U. S. NAVY
COMMANDING OFFICER**



Submarine Training Facility Norfolk, VA

Certificate of Graduation

Awarded to

MM2(SS) RONALD D. RHODES


23 MAY 1994

3 JUNE 1994

in recognition of the successful completion of the

SUBMARINE DIESEL ENGINE MAINTENANCE (A-652-0150)




H. P. CONSAIL, III
CAPTAIN, U. S. NAVY
COMMANDING OFFICER



Submarine Training Facility Norfolk, VA

Certificate of Graduation

Awarded to

MM2(SS) RONALD D. RHODES

4 OCTOBER 1993

22 OCTOBER 1993

in recognition of the successful completion of the

6L16 OXYGEN GENERATOR ELECTRICAL TECHNICIAN (A-653-0039)



H. P. CONSAUL, III
CAPTAIN, U. S. NAVY
COMMANDING OFFICER



Submarine Training Facility Norfolk, VA

Certificate of Graduation

Awarded to

MM2(SS) RONALD D. RHODES

15 MARCH 1993

02 APRIL 1993

in recognition of the successful completion of the

TREADWELL OXYGEN GENERATOR OPERATOR 6L16 (A-652-0050)

**H. P. CONSAUL, III
CAPTAIN, U. S. NAVY
COMMANDING OFFICER**



EDUCATION SUMMARY

High Pressure Air Systems Combined Maintenance

April 17, 1989-April 21, 1989

Course Completed

Submarine Hydraulic Combined Maintenance

May 1, 1989-May 12, 1989

Course Completed

R12 Refrigeration System Combined Maintenance

October 30, 1989-November 8, 1989

Course Completed

High Pressure Air Compressor Operations

November 13, 1989- November 17, 1989

Course Completed

General Pump Combined Maintenance

May 14, 1990-May 18, 1990

Course Completed

Diesel Generator EN C-SCHOOL

February 11, 1991-April 5, 1991

Course Completed

6L16 Oxygen Generator Operator

March 15, 1993- April 2, 1993

Course Completed

6L16 Oxygen Generator Electrical Technician

October 4, 1993- October 22, 1993

Course Completed

Basic Steam Components Maintenance

October 25, 1993-October 28, 1993

Course Completed

High Pressure Air Compressor Advanced Maintenance

May 2, 1994 - May 11, 1994

Course Completed

Submarine Diesel Engine Operator

May 16, 1994- May 20, 1994

Course Completed

Submarine Diesel Engine Maintenance

May 23, 1994- June 3, 1994

Course Completed

Submarine Quality Assurance Supervisor/Officer

June 13, 1994-June 15, 1994

Course Completed

EXH. F

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From: Cannon, Debra A [mailto:CannonD@cofc.edu]
Sent: Wednesday, April 15, 2009 8:54 AM
To: Tom Britt
Subject: RE: Decision from College of Charleston Concerning PPT

Hi Tom,

I'm sorry but the documentation provided is not sufficient. We will have to move forward.

Again, thank you for submitting a bid and hope that you will in the future.

Thanks,
Debbie Cannon

From: Tom Britt [mailto:tomb@generator.com]
Sent: Tuesday, April 14, 2009 2:54 PM
To: Cannon, Debra A
Cc: 'Bob Byrne'
Subject: Decision from College of Charleston Concerning PPT

Hi Debbie,

What was the final word from the guys? If they still have concerns, I would like to propose they meet with Ron before they turn us down due to a lack of one piece of paper documentation.

Thanks,

Tom Britt | Director of Sales | tomb@generator.com

Power Pro-Tech Services, Inc. | The American Generator Company

Phone: 407-628-8186 Extension 101 | Fax: 407-628-8919 | Cell: 407-421-6724

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4/16/2009

JUSTIFICATION FOR DETERMINATION OF NONRESPONSIBILITY

Based upon the State's standards of responsibility, the following determination concerning bidder or offeror capability to meet the terms of the contract as described below is being made pursuant to the authority of Section 11-35-1810(2) of the South Carolina Consolidated Procurement Code.

(1) Power Pro-Tech Services
240 Circle Drive
Maitland, FL 32751

(2)
A determination of non-responsibility is being made for Power Pro Tech Services because of lack of proper documentation provided to determine responsibility required on page 16, under Qualifications, provide generator technician certificate(s) with bid or within 2 days of request by the College. After Debbie Cannon initially requested this information Power Pro Tech sent a resume for the technician, Ronald Rhodes. She then informed them that a resume would not be acceptable and required the certificates. Power Pro Tech then sent 7 Submarine Training Facility certificates for Ronald Rhodes. The certificates were forwarded to 2 individuals in our Physical Plant department, one who was in the Navy and one who was in the Navy on a Submarine. Both of the individuals stated that these certificates were general certificates that everyone received who worked on a submarine and were not proper documentation to determine qualifications. Debbie Cannon informed Power Pro Tech of this and was told that they were unable to locate any of the other certificates. In addition, there is only one technician that is physically located within a 2 hour response time. It is impossible to provide a 24/7 2 hour response time with only one technician.

4/17/09
DATE

College of Charleston
GOVERNMENTAL BODY
Cynthia M. Nash
SIGNATURE
Asst. Director Procurement & Supply
TITLE

Notes: (1) Enter name and address of firm being considered nonresponsible.
(2) Enter determination of nonresponsibility

Distribution: Original copy retained in contract file. Carbon copy furnished to nonresponsible bidder or offeror.



College of Charleston

66 George Street
Charleston, South Carolina 29424-0001

NOTIFICATION OF CONTRACT AWARD

FOR FURNISHING BIDS ON: **Multi Agency Term Contract for Emergency Generator Planned Maintenance and Repairs**

WITH BID OPENING DATE OF: **04/07/09**

IS AWARDED TO:

Lot 1: (College of Charleston)

Cummins Atlantic LLC
231 Farmington Road
Summerville, SC 29483

AMOUNT OF AWARD: \$10,403.51
Total Potential Value: \$52,017.55

Term of Contract: Initial Term: 4/17/09 -- 4/16/2010. Maximum Contract Period: 04/17/09 -- 04/16/2014.

Lot 2: (Trident Technical College)

Generator Services, Inc.
31C Trotter Road
West Columbia, SC 29169

AMOUNT OF AWARD: \$2,500
Total Potential Value: \$12,500

Term of Contract: Initial Term: 5/31/09 -- 5/30/2010. Maximum Contract Period: 05/31/09 -- 05/30/2014.

who has been determined to be the lowest responsible, responsive bidder.

DATE OF AWARD: 04/17/09